

Contract Number:

State:

County:

**WETLANDS RESERVE PROGRAM  
RESTORATION COST-SHARE AGREEMENT  
SPECIAL PROVISIONS**

Nothing in this contract will be construed as to limit or condition any right acquired by the United States under any associated WRP easement.

**1. Payment Related Matters**

- a. Payment will be made at cost-share rates specified in the contract for the actual amount or extent determined after work is performed. Payments will be based on actual cost not to exceed the average cost or specified maximum.
- b. Cost-share payments are based on the average cost or flat rate in effect at the time of starting the installation of a practice.
- c. Designation "AA" or "AM" following average cost in the cost-share rate column of the Plan/Schedule of Operations means that the practice or identifiable component is to be cost-shared on an actual basis not to exceed the average cost or actual cost basis not to exceed a specified maximum.
- d. Designation of "FR" in the average cost column and in the cost-share rate column along with a dollar amount means the cost-share payment per unit will be the dollar amount specified.
- e. Payments may be withheld, denied, or collected back where participants and affiliated persons, when applicable, violate Highly Erodible Land or Wetland Conservation Compliance provisions on this or affiliated units.

**2. Contract Supplement**

- a. It is further agreed that \_\_\_\_\_ is the participant who will carry out the practices and treatment for which cost-share payments will be made. Therefore, all cost-share payments for restoration practices shall be made to \_\_\_\_\_. The AD-1161, Application for Payment form, shall be signed by \_\_\_\_\_.
- b. It is further agreed that modification documents shall be signed in the name of \_\_\_\_\_ by \_\_\_\_\_.

### 3. Time Schedule

The cost-shared practice(s) must be installed in compliance with the schedule identified in the Plan/Schedule of Operations. Installation of a cost-shared practice must be started within 12 months of the contract approval date. All practices should be completed within 3 years of signing the contract.

### 4. Clean Air and Water Certification

*(Applicable only if the contract exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8©(1) or the Federal Water Pollution Control (33 U.S.C. 1319(c) ) and is listed by the Environmental Protection Agency or the contract is not otherwise exempt.)*

The participant agrees as follows:

- a. That any facility to be utilized in the performance of this proposed agreement \_\_\_\_ is, \_\_\_\_ is not, listed on the Environmental Protection Agency List of Violating Facilities.
- b. To promptly notify NRCS prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which is to be used for the performance of the contract under consideration is under consideration to be listed on the Environmental Protection Agency list of Violating Facilities.
- c. To include substantially this certification, including this subparagraph, in every nonexempt subcontract.

### 5. Clean Air and Water Clause

*(Applicable only if the contract exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8( c)(1) or the Federal Water Pollution Control (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency (EPA) or the contract is not otherwise exempt.)*

- a. The participant agrees as follows:
  - i. To comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251), AS AMENDED BY Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
  - ii. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating

Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

- iii. To use his best efforts to comply with clean air and clean water standards at the facilities in which the contract is being performed.
- iv. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this subparagraph.
- b. The terms used in this clause have the following meanings:
  - i. The term "Air Act" means the Clean Air Act, (42 U.S.C. 1857 et seq, as amended by Public Law 91-604).
  - ii. The term "Water Act" means Federal Water Pollution Control Act (33 U.S.C. 1251 et seq, as amended by Public Law 92-500).
  - iii. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under Section 1119(c) or Section (d), respectively, of the Air Act, or an approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
  - iv. The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act of contained in a permit issued to a discharged by the EPA or by a state under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
  - v. The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the EPA or an air or water pollution control agency in accordance with the Air Act or Water Act and regulations issued pursuant thereto.
  - vi. The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased or supervised by a contractor, or subcontractor, to be utilized in the performance of contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.